



***Embassy of the United States of America***

Bogotá, D.C., Colombia

GSO/Contracting Unit

Dear Prospective Quoter:

SUBJECT: Solicitation Number S-CO200-10-Q-0015  
School Bus Rental Services for the American Embassy Branch Office in Cartagena

The Embassy of the United States of America invites you to submit a quotation for school bus services. The Embassy intends to conduct a pre-quotation conference, and all prospective quoters who have received a solicitation package will be invited to attend. See Section 3 of the attached Request for Quotations (RFQ) for the dates of the pre-quotation conference.

Submit your quotation in a sealed envelope marked "Proposal Enclosed" to:

American Embassy  
General Services Office  
Attn: Contracting Officer  
Carrera 45 No. 24B-27  
Bogota

Your quotation is due on or before **June 22, 2010 at 4PM** No quotations will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1449,
2. Section 1, Pricing
3. Section 3, Solicitation Provisions
4. Section 5, Representations and Certifications;

Direct any questions regarding this solicitation to Timothy Fitzgerald/William Harrison/Edwin Agudelo General Services Office at Carrera 45 No. 24B-27 in Bogota by letter or by telephone 383-2479 during regular business hours.

Sincerely,

Timothy Fitzgerald/William Harrison  
Contracting Officer

|  |   |   |  |   |          |   |                    |
|--|---|---|--|---|----------|---|--------------------|
| <h2 style="margin: 0;">SOLICITATION/CONTRACT/ORDER FOR</h2>  |   |   |  | 1. REQUISITION NUMBER<br>S-CO200-10-Q-0015  |          | PAGE 1 OF 37  |                    |
| 2. CONTRACT NO.  |   | 3. AWARD/EFFECTIVE DATE   |  | 4. ORDER NUMBER   |          | 5. SOLICITATION NUMBER<br>S-CO200-10-Q-0015   |                    |
| 6. SOLICITATION ISSUE DATE<br>May 21, 2010   |   | 7. FOR SOLICITATION INFORMATION CALL  |  | a. NAME<br>EDWIN AGUDELO / TIMOTHY FITZGERALD   |          | b. TELEPHONE NUMBER(No collect calls)<br>383-2479   |                    |
| 8. OFFER DUE DATE/ LOCAL TIME<br>June 22, 2010 at 4:00 pm  |   | 9. ISSUED BY<br><br>AMERICAN EMBASSY<br>GENERAL SERVICES OFFICE<br>ATTN: PROCUREMENT<br>CRA 45 No. 24B-27, BOGOTA |  | CODE  |          | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> UNRESTRICTED<br><input type="checkbox"/> SET ASIDE:      % FOR<br><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS<br><br><input type="checkbox"/> HUBZONE SMALL BUSINESS SMALL BUSINESS<br><input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED <input type="checkbox"/> 8(A)<br><br>NAICS:<br>SIZE STD: |                    |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE   |   | 12. DISCOUNT  |  | 13a. THIS CONTRACT IS A RATED ORDER   |          | 13b. RATING   |                    |
| 15. DELIVER TO:<br>AMERICAN EMBASSY<br>GENERAL SERVICES OFFICE<br>ATTN: PROCUREMENT<br>CRA 45 No. 24B-27, BOGOTA   |   | Code  |  | 14. METHOD OF SOLICITATION<br><input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP   |          | 16. Administered by:<br><br>AMERICAN EMBASSY<br>GENERAL SERVICES OFFICE<br>ATTN: PROCUREMENT<br>CRA 45 No. 24B-27, BOGOTA   |                    |
| 17a. CONTRACTOR/OFFEROR CODE   |   | CILITY CODE   |  | 18a. PAYMENT WILL BE MADE BY<br><br>THE FINANCIAL MANAGEMENT OFFICE LOCATED IN BOGOTA BY ELECTRONIC FUNDS TRANSFER MEANS.   |          | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM  |                    |
| TELEPHONE NO:  |   | <input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER                       |  |   |          |   |                    |
| 19. ITEM NO.   | 20. SCHEDULE OF SUPPLIES/SERVICES<br>(Use Reverse and/or Attach Additional Sheets as Necessary) |   |  | 21. QUANTITY  | 22. UNIT | 23. UNIT PRICE  | 24. AMOUNT         |
|  | Bus Service   |   |  | 185   | Days     | See Attached Pages  | See Attached Pages |
| 25. ACCOUNTING AND APPROPRIATION DATA  |   |   |  |   |          | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)   |                    |
| <input type="checkbox"/> 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.  |   |   |  |   |          |   |                    |
| <input type="checkbox"/> 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.   |   |   |  |   |          |   |                    |
| <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. |   |   |  | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: |          |   |                    |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR   |   |   |  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  |          |   |                    |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  |   | 30c. DATE SIGNED  |  | 31b. NAME OF CONTRACTING OFFICER (Type or Print)  |          | 31c. DATE SIGNED  |                    |
|  |   |   |  | TIMOTHY FITZGERALD / WILLIAM HARRISON   |          |   |                    |

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES  | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE  | 24.<br>AMOUNT      |
|-----------------|---|-----------------|-------------|--------------------|--------------------|
| 1               | The Contractor shall provide standard (regular school and after school programs) and additional or emergency school bus services, exclusive to dependents of the US Government employees within the US Embassy Branch office in Cartagena, in accordance with the Statement of Work in this contract. | 185             | Days        | See attached pages | See attached pages |

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

|   |                     |                             |  |   |
|---|---------------------|-----------------------------|--|---|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE  |                     | 32c. DATE                   | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE        |   |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE<br>Embassy Branch Office<br>Cra 13B No.26-78 edificio Chambacu piso 5<br>Cartagena |                     |                             | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE              |   |
|   |                     |                             | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE<br>serranorm@state.gov |   |
| 33. SHIP NUMBER   |                     | 34. VOUCHER NUMBER          | 35. AMOUNT VERIFIED<br>CORRECT FOR   | 36. PAYMENT   |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL   |                     |                             |  | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> |
| 37. CHECK NUMBER  |                     |                             |  |   |
| 38. S/R ACCOUNT NO.   | 39. S/R VOUCHER NO. | 40. PAID BY                 |  |   |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT   |                     | 42a. RECEIVED BY (PRINT)    |  |   |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER  |                     | 42b. RECEIVED AT (Location) |  |   |
|   |                     | 41c. DATE                   |  | 42c. DATE REC'D (YY/MM/DD)  |
|   |                     |                             |  | 42d. TOTAL CONTAINERS   |

STANDARD FORM 1449 (REV. 3/2005) BACK

## **TABLE OF CONTENTS**

### **Section 1 - The Schedule**

- SF 18 or SF 1449 cover sheet
- Continuation To SF-1449, RFQ Number S-CO200-10-Q-0015, Prices, Block 23
- Continuation To SF-1449, RFQ Number S-CO200-10-Q-0015 , Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement
- Attachment 1 to Description/Specifications/Statement of Work, Government Furnished Property

### **Section 2 - Contract Clauses**

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

### **Section 3 - Solicitation Provisions**

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

### **Section 4 - Evaluation Factors**

- Evaluation Factors
- Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

### **Section 5 - Representations and Certifications**

- Offeror Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12

**SECTION 1 – THE SCHEDULE**  
**CONTINUATION TO SF-1449, RFQ NUMBER S-CO200-10-Q-0015**  
**PRICES, BLOCK 23**

**1.0 SCOPE OF SERVICES.**

1.1 Scope. The Contractor shall provide standard (regular school and after school programs) and additional or emergency school bus services, exclusive to dependents of the US Government employees within the American Embassy Branch Office (EBO) in Cartagena, in accordance with the Statement of Work in this contract.

1.2 Period of Performance. This contract shall include one base year. Although the school year is a period of approximately ten (10) months, the performance period in the contract consists of twelve (12) months. See Attachments 1 and Attachment 2 for the school year calendar, including holidays. These attachments will be updated as necessary, should optional periods of performance be exercised.

1.3 Notice to Proceed. After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from start date listed in Notice to Proceed unless the Contractor agrees to an earlier date) on which performance shall start.

**1.4.1 Definitions.**

Mini-bus – Bus with a capacity to transport up to 9 passengers, including up to one monitor

Regular bus – Bus with a capacity to transport up to 21 passengers, including up to one monitor

Round-trip – Consists of one school bus picking up all students on the scheduled route at the school bus stops and dropping them off at school, then at the end of the school day, picking them up at school and returning them to the school bus stops for that route. A school bus can have more than one round-trip per school day if it is used for more than one round-trip route.

Route – Designated itinerary of a school bus to pick-up one or more students at their school bus stops or school and dropping them off at their designated school or school bus stops.

Run – Transportation for students from the school to the school bus stops, or from the school bus stops to the school; one half of a round-trip.

**2.0 TYPE OF CONTRACT**

**2.1 Standard Services**

The contract type shall be a firm-fixed price contract type for standard services, billed per number of school bus round-trips, as further defined in paragraph 1.4 above. Estimated dates of service are set forth in Attachment 1.

## 2.2 Additional/Emergency Services

This portion of the contract shall be an indefinite-delivery indefinite-quantity type contract, billed at firm-fixed price rates, for additional/emergency services. These are services for additional bus runs, to or from one of the schools identified in this contract.

## 3.0 PRICING

3.1 Standard Services. The daily price for Standard Services shall include all direct and indirect costs for equipment and labor, including but not limited to: labor and overtime for employees, benefits, all social insurance to include any severance liabilities required by law, licenses, communication equipment and its expenses (radio or cell phones), vehicles, vehicles maintenance & repair, all operating costs associated with the services, fuel, and profit.

3.2 Additional/Emergency Services. The price for additional/emergency services shall include all direct and indirect costs and profit.

3.3. BASE YEAR - This base period of performance shall commence August 12, 2010. The Contractor shall *provide one(1) regular bus* with driver for regular school days.

### 3.3.1 Standard Services

|                       |                     |                                |
|-----------------------|---------------------|--------------------------------|
| Daily Rate<br>\$COP x | Number<br>of days = | Total Estimated<br>Price \$COP |
| \$_____               | <u>185</u>          | \$_____                        |

### 3.3.2 Additional/Emergency Services.

Example 1 - The Contractor shall provide up to two (2) regular school buses upon request of the CO. These services shall be paid for each one-way run. The Contractor will not be paid a separate run amount for moving the bus from his facility to the pick-up point for the students.

|                              |                               |                                  |
|------------------------------|-------------------------------|----------------------------------|
| Each Additional<br>Run \$COP | Estimated Number<br>x of runs | Total Estimated<br>= Price \$COP |
| \$_____                      | <u>20</u>                     | \$_____                          |

**CONTINUATION TO SF-1449, RFQ NUMBER S-CO200-10-Q-0015**  
**SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**I. STATEMENT OF WORK**

**A. Services**

1. Scope of Contract. The purpose of this contract is to provide daily routine transportation services for American diplomats' children who attend the COLEGIO JORGE WASHINGTON in Cartagena. The Contractor shall provide supervision, labor, materials, fuel and equipment for the American Embassy Branch Office in Cartagena.

2. General Requirements. The Contractor shall provide the transportation services on five (5) school days from Monday through Friday, except holidays and other days specifically designated by the Schools. The attachments to this model, listed below, provide information relating to school schedules, bus routes and orders for the contractor personnel.

Attachment 1: School Calendar includes holidays, number of school days.

Attachment 2: General Orders

3. Funding/Ordering.

The Contracting Officer has the sole authority to issue orders for additional/emergency services to be performed under this contract. With few exceptions, the Contracting Officer will order these services by issuance of a written task order. If time does not permit, the Contracting Officer may issue an oral order, to be confirmed by a written order within 48 hours.

The Contracting Officer's Representative (COR) issues instructions to the Contractor pertaining to specific dates, times, etc. for transportation services, as needed. Instructions may be issued orally, or in writing.

4. Estimated Level of Services.

Though the Government cannot determine the exact number of passengers in advance and the number of passengers may vary each school year, the services shall be provided at the rates specified in the pricing section of this contract. The estimated number of daily passengers to be transported is 21 for the year 2010-2011.

5. Adult Monitor. The Embassy, at its discretion, may also send one adult monitor on each vehicle to be responsible for maintaining discipline of the children.

6. Scheduled School Bus Services shall be provided in accordance with the routes and schedules specified in Attachment 1, 2 and 3. Vehicles shall not depart the designated stops earlier than scheduled departure time or not later than 5 minutes after the scheduled departure

time. No services shall be required on school holidays, regularly scheduled school vacations, or when schools are closed due to inclement weather or for any other reason.

(a) School make-up class days shall be considered as normal school days. The Embassy shall give the Contractor three days advance notification to change pick-up or delivery points or to provide bus service on school make-up days.

(b) The Contractor shall comply with appropriate station instructions regarding school bus operation, as specified in Attachment 2.

(c) The Contractor shall operate buses during inclement weather conditions unless schools are not open on such days. When schools close early due to inclement weather, the Contractor shall ensure students are picked up within one hour after the decision has been announced that the schools will close.

(d) The Contracting Officer's Representative (COR) has the sole authority to cancel any bus run after the decision has been announced that the schools will close. If the Contractor believes a bus should not run, the COR must be contacted for final decision.

(e) Buses drivers shall not transport unauthorized passengers, unless this is approved by the COR.

(f) Embassy Compound Traffic Rules: The Contractor shall stress to the drivers to obey all traffic rules and instructions of Embassy officials when driving on Embassy property, including not exceeding the speed limit of eight (8) kilometers per hour.

(g) After-School Activities: During pre-scheduled six week periods, there are after-school activities that require extended transportation services for the students. The Embassy will provide the schedule of after-school activities to the Contractor in advance, indicating on which days these activities will occur, and what number of students participating. An example of after-school activities schedule is provided as Attachment 3 to this contract

#### B. Equipment to be provided by the Contractor.

1. Vehicles. The Contractor shall provide a sufficient quantity of the correct capacity of buses and must possess sufficient equipment to provide uninterrupted service under this contract and to furnish replacement buses. These buses shall meet all requirements of those buses normally used. The Contractor may substitute a smaller bus for a larger bus, depending on number of students. However, if the Contractor chooses to do so, he may only charge at the rate of the smaller bus. Conversely, if the Contractor elects not to use a smaller bus which would, in fact, be capable of transporting the number of students, and instead, elects to use a larger bus, the Contractor may only charge at the rate of the smaller bus. Vehicles must meet the standards required by local and host country laws and regulations, and meet the safety inspection requirements. All vehicles must pass periodic inspections by Embassy mechanics and must also carry an *annual techno mechanic inspection by the Colombian transportation regulators (revision tecnomecanica)* If any vehicle is determined



to be unsafe or unsatisfactory, its use is prohibited until such unsafe or unsatisfactory conditions have been corrected. In such event, the Contractor must provide replacement vehicle to maintain the schedule.

(a) Buses, which, for any reason, do not meet minimum requirements specified, shall be replaced immediately so that service will not be delayed or interrupted.

(b) Maintenance Schedule: the Contractor shall maintain all vehicle equipment (vehicle, safety and security) in good working order. The vehicle shall arrive clean, fully topped off with fluids (i.e. oil, brake fluids, window washer fluids, etc.), and all lights (head, parking, and back-up) shall be functional.

(i) Daily Schedule

- Fuel tanks filled
- All fluids checked
- All lights checked

(ii) Weekly Schedule

- Inspect tires
- Check tire pressure

(c). Every 6,000 kilometers or four months, whichever comes first: the Contractor shall conduct complete servicing, including, but not limited to changing fluids, checking the brakes and lights, inspecting the exhaust system for leaks, examining all safety and security equipment to ensure operability.

(d). Safety/Security Requirements: Each vehicle shall have:

- Individual permanent seats and lap belts for each passenger
- Emergency exit
- First aid kit
- Mobile Telephone
- All emergency road and safety equipment required by host-country law.

(e) Inspection: The Contractor agrees to submit vehicles, as requested, for periodic unannounced spot checks by Embassy mechanics.

## 2. Communication Equipment

The Contractor shall furnish communication equipment, radios or cell phones to all vehicles, in order to be in contact with the monitors at all times and keep the COR informed on any incidents which might happen during the rides.

## 3. Tinting on Windows

There shall be tinting on all bus windows so that it is not possible for a person standing next to the bus to be able to discern the physical outline of any occupant.

At the time of the contract award, the Contracting Officer will provide the contractor with a letter that sets forth permission from the host government for these vehicles to have tinting.

### C. Bus Drivers.

All bus drivers shall meet the following qualifications.

1. All drivers shall be professional bus drivers and meet all state and local license requirements for bus drivers, including a level five (5) license. Any such licenses shall be in the possession of the drivers when operating a vehicle under this contract. Any such licenses shall be available for inspection by the COR on request.

2. Five years or more of driving experience with no major accidents. ("Major" accidents being defined as accidents resulting in bodily injuries or property damage in excess of \$1,000).

3. A thorough knowledge of the city of Cartagena streets and traffic patterns

4. All bus drivers shall wear a distinctive nametag, emblem, or patch attached in a prominent place on an outer garment. Employees shall also present credentials identifying themselves as employees of the company.

5. Physical Examinations. The valid evidence of a current (not more than three months old) physical examination of drivers who are proposed to work under this contract, shall be provided to the COR not later than two weeks prior to the beginning of the contract. It must show the proposed driver to be free from communicable diseases and physical defects, which could interfere with safe bus operation. This physical and certification shall meet all statutory requirements for licensing and operation of the type of vehicle driven.

6. The drivers are strictly prohibited from driving a bus while intoxicated. The Contractor guarantees that all drivers are tested for alcohol every morning and afternoon before they start their runs under this contract. The Contractor shall immediately replace those drivers who do not pass the test for alcohol.

7. Drivers shall be trained in the use of the first aid kits that are installed in the buses.

8. Drivers must agree not to smoke, eat, or drink on the buses while the children are on board.

9. Each bus driver shall possess sufficient ability in reading, writing, speaking and understanding the English language to carry out the duties prescribed herein for the position.

10. Professional Bearing and Courtesy: All Contractor's employees shall conduct themselves in a professional and courteous manner. Employees shall also present credentials identifying themselves as employees of the company.

D. Supervisor:

1. The Contractor shall have a Supervisor who shall supervise the contractor's work force and be the point of contact for the U.S. Government regarding day-to-day operations. This Supervisor may be a driver, in addition to being a supervisor.
2. The Driver Supervisor shall possess sufficient ability in reading, writing, speaking and understanding the English language to carry out the duties prescribed herein for the position.

E. ENGLISH LANGUAGE VERSION

In accordance with FAR 52.225-14, INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT, in the event of inconsistency between and terms of this contract and any translation thereof into another language, the English language meaning shall control.

II. OTHER TERMS AND CONDITIONS

A. PAYMENT

1. General:

- (a) The Contractor shall submit invoices as instructed by FAR 52.212-4(g). Each invoice shall include the monthly amount billed. If any Additional/Emergency Services were ordered that month, the Contractor shall also include that amount on the invoice, along with a copy of the written order. The Government will make payment for all work under an individual invoice in a lump sum for all completed and accepted work.
- (b) For Standard Services, the Contractor shall prepare the invoice to show the number of round-trips by line item number, multiplied by the unit price for the round trip, and then show a total monthly amount billed. For Additional/Emergency Services, the Contractor shall prepare the invoice to show the number of runs by line item number, multiplied by the unit price for the run, and then show a total monthly amount billed.

2. Invoice Requirements: All invoices and attachments shall be submitted to the following address:

Edificio Chambacu  
Carrera 13B # 26-78-piso 5  
Cartagena de indias.

**B. VALUE ADDED TAX (VAT)**

The Contractor shall show VAT as a separate charge on invoices submitted.

**C. PERIOD OF PERFORMANCE.**

1. Base Period of Performance: The base performance period of this contract commences on August 12, 2010 and is approximately 185 school working days. This period of performance continues for twelve months.

**D. INSURANCE**

1. Contractor's Liability. The Contractor shall be liable for bodily injury and property damage, which may occur when performing this contract. The liability insurance shall be written on the comprehensive form of policy. The policy shall provide coverage for passenger liability bodily injury at least \$200,000 multiplied by number of seats or passengers, whichever is greater. The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

**2. FAR 52.228-10 Vehicular and General Public Liability Insurance (APR 1984)**

(a) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, vehicular liability and general public liability insurance with limits of liability for (1) bodily injury of not less than \$200,000 for each person and \$500,000 for each occurrence, and (2) property damage of not less than \$20,000 for each accident and \$40,000 in the aggregate.

(b) The Contractor also agrees to maintain workers' compensation and other legally required insurance with respect to the Contractor's own employees and agents.

**3. Indemnification**

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) any property of the Contractor,
- (b) its officers,
- (c) agents,
- (d) servants,
- (e) employees, or
- (f) any other person,

arising from and incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

4. Government as Additional Insured

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

5. Insurance-Related Disputes

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of FAR 52.233-1, Alternate I, "Disputes". Nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

6. Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective.

E. Subcontracting Services

The Contractor shall not subcontract for any services under this contract.

F. Security

The Contractor shall provide to the Contracting Officer's Representative (COR) not later than three weeks prior to the beginning of the contract, a list of all drivers who will perform under this contract and will also provide updated lists as necessary to the COR. The list will include data of approved primary and substitute drivers. The Contractor shall agree not to substitute drivers other than those listed. All drivers must pass the Embassy's background check. The list will include:

1. Name,
2. Date of birth, place of birth,
3. Passport number (if a driver is not of local country nationality),
4. Spouse name and date and place of birth,
5. Father and mother names, dates and places of birth (even if they are deceased).

G. Permits: Without additional cost to the United States Government, the Contractor shall obtain all permits, licenses, and appointments required for the execution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in

compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its quotation and shall provide any updates, as they become available, to the Contracting Officer. Application, justification, fees, and certifications for any licensure required by the host government are entirely the responsibility of the offeror.

H. DOSAR 652.242-70, Contracting Officer's Representative (COR) (AUG 1999).

(a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a COR. Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms and conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR is:

General Services Assistant  
American Embassy Branch Office  
Edificio Chambacu  
Carrera 13B No. 26-78, piso 5  
Cartagena de indias

## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAR 2009), is incorporated by reference. (See SF-1449, block 27a).

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (FEB 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).  
[ ] Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)  
(Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- [ X ] (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#))
- [ ] (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Dec 2008)  
(Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#)))
- [ ] (3) – (19) Reserved
- [ ] (20) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (August 2009) (E.O. 13126)
- [ ] (21) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999)
- [ ] (22) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- [ ] (23) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#))
- [ ] (24) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- [ ] (25) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

- [ ] (26) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- [ ] (27) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- [ ] (28) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [ ] (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [ ] (29) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#))
- [ ] (30) (i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- [ ] (ii) Alternate I (DEC 2007) of [52.223-16](#).
- [ ] (31) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- [ ] (32) (i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [Pub. L 108-77](#), [108-78](#), [108-286](#), [109-53](#) and [109-169](#)).
- [ ] (ii) Alternate I (Jan 2004) of [52.225-3](#).
- [ ] (iii) Alternate II (Jan 2004) of [52.225-3](#)
- [ ] (33) [52.225-5](#), Trade Agreements (MAR 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- [ X ] (34) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury)
- [ ] (35) – (38) Reserved
- [ ] (39) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#))
- [ X ] (40) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (FEB 2010) ([31 U.S.C. 3332](#))



[ ] (41) – (42) Reserved

[ ] (43) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

[ ] (ii) Alternate I (Apr 2003) of [52.247-64](#)

(c) Reserved

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

**ADDENDUM TO CONTRACT CLAUSES  
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

52.252-2      CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

| <u>Clause</u> | <u>Title and Date</u>  |
|---------------|--|
| 52.225-14     | Inconsistency Between English Version and Translation of Contract (FEB 2000) |
| 52.228-4      | Workers’ Compensation and War-Hazard Insurance Overseas (APR 1984)           |
| 52.228-5      | Insurance - Work on a Government Installation (JAN 1997)                     |

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less *than one day*, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
  - (1) Any order for a single item in excess of *than ten (1) days*;
  - (2) Any order for a combination of items in excess of *than 205 days* or
  - (3) A series of orders from the same ordering office within *ten (10) days* that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within *ten (10) days* after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract’s effective period.

#### 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clauses are provided in full text:

#### CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(end of clause)

#### 652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

- (a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,
- (b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

#### 652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The contractor shall submit invoices in an original and **one** copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

- (c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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#### 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the general services supervisor for the American branch office in Cartagena

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
  - (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
  - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
  - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

### **SECTION 3 - SOLICITATION PROVISIONS**

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JUN 2008), is incorporated by reference. (See SF-1449, block 27a).

#### **ADDENDUM TO 52.212-1**

A. Summary of instructions: Each offer must consist of the following:

1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
2. Information demonstrating the offeror's/quoter's ability to perform, including:
  - (a) Name of a Supervisor (or other liaison to the Embassy/Consulate) who understands written and spoken English;
  - (b) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
  - (c) List of clients, demonstrating prior experience with relevant past performance information and references;
  - (d) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
  - (e) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
  - (f) List of vehicles and other equipment to be offered): The quoter must provide as part of the quote, the total number of vehicles of the company and for each vehicle: model, manufacturer, year of manufacture, year of acquisition, color, type of fuel, mileage, number of seats and name of the company where the repairs/revisions are made. The Government shall inspect vehicles and equipment in order to assure their excellent condition, as part of the technical evaluation.

If required by the solicitation, the offeror shall provide either:

- (a) a copy of the Certificate of Insurance, or
- (b) a statement that the offeror, if awarded the contract, will get the required insurance, and the name of the insurance provider to be used.

**ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

| Clause    | Title and Date   |
|-----------|--|
| 52.204-6  | Data Universal Numbering System (DUNS) Number (APR 2008) |
| 52.214-34 | Submission of Offers in the English Language (APR 1991)  |

**PRE-QUOTATION CONFERENCE**

The Government will hold a pre-quotation conference to discuss the requirements of this solicitation on **June 11, 2010 at the American Embassy Branch office located at the Chambacu building 5<sup>th</sup> floor in Cartagena at 2:00 pm**. Vendors interested in attending should contact the following individual:

Contracting Officer  
Attn: Timothy Fitzgerald  
Attn : William Harrison  
American Embassy  
Carrera 45 No. 24B-27  
Bogota  
Tel: 571-383-2238/4206

**NOTE TO INTERESTED VENDORS\*** - Due to security concerns all vendors must contact the above and fax the individuals' name and company name of all individuals who will represent the company at the pre-quotation conference. On the date of the pre-quotation



company representatives must present matching photo identification in order to be allowed access. Anyone attempting to attend the pre-quotation conference without prior notification will be denied entry.

Offerors should submit written questions at least three days before the scheduled pre-quotation conference date, using the address provided on Standard Form 1449 or by faxing the questions to the above fax number, marked to the attention of the above-named individual.

Attendees may also bring written questions to the pre-quotation conference. If the answer requires research, there is no guarantee that the question will be able to be answered at that conference.

No statements made by the Government at the pre-proposal conference shall be considered to be a change to the solicitation unless a written amendment is issued.

Following the conference, the Government will provide all prospective vendors who received a copy of the solicitation with a copy of all questions presented in writing before the conference, along with answers. If the answer requires a change to the solicitation, the Government will issue a solicitation amendment.

The following DOSAR provision(s) is/are provided in full text:

**652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)**

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Management Counselor, 571-383-2401. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns,

issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

## **SECTION 4 - EVALUATION FACTORS**

- Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options, if any.
- The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ. Offered vehicles and other equipment will be evaluated on adequacy of the proposed vehicles/equipment to meet the requirements set forth in this solicitation. This evaluation will include a visit to the Contractor's premises to physically examine the offered vehicles and equipment.
- The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:
  - adequate financial resources or the ability to obtain them;
  - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - satisfactory record of integrity and business ethics;
  - necessary organization, experience, and skills or the ability to obtain them;
  - necessary equipment and facilities or the ability to obtain them; and
  - otherwise qualified and eligible to receive an award under applicable laws and regulations.
- Discussions: The Embassy intends to evaluate quotes and award the contract without discussions with quoters. Therefore, the quoter's initial quote should contain the quoter's best terms from a price and technical standpoint. However, the Embassy reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Embassy may reject any or all quotes if such action is in the public interest; accept other than lowest quote; and waive informalities and minor irregularities in quotes received.

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (August 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision—

“Emerging small business” Reserved

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c)."

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the

production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”— Reserved

“Small business concern” – Reserved

“Veteran-owned small business concern” – Reserved

“Women-owned business concern” - Reserved

“Women-owned small business concern” – Reserved

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code

referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs\_\_\_\_\_.

(c) – (d) Reserved

- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) – (g) Reserved

- (h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending

administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

(2) Certification.

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good

faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

- (j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States

- (k) Reserved

- (l) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](#) [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(C\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☒ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);



- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☒ Other \_\_\_\_\_.

(5) Common parent.

- ☒ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:  
Name \_\_\_\_\_.  
TIN \_\_\_\_\_.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 USC 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 USC 395 and for this solicitation provision (see FAR 9.108). (2) Representation. By submission of its offer, the offeror represents that it is not an offer, the offeror represents that is not an inverted domestic corporation and is not a subsidiary of one.  
(end of clause)

**ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12  
652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN  
2006)**

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

| Category  | Yes/No | Number   |
|---|--------|--|
| (1) United States citizens or residents   |        |  |
| (2) Individuals hired in the United States, regardless of citizenship   |        |  |
| (3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> local workers' compensation laws |        | Local nationals: _____<br><br>Third Country Nationals: _____ |
| (4) Local nationals or third country nationals where contract   |        | Local nationals: _____                                       |

|  |  |                                   |
|--|--|-----------------------------------|
| performance takes place in a country where there <i>are</i> local workers' compensation laws |  | Third Country Nationals:<br>_____ |
|--|--|-----------------------------------|

(b) The contracting officer has determined that for performance in the country of Colombia.

- ☐ Workers' compensation laws exist that will cover local nationals and third country nationals.
- ☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)

## **LIST OF ATTACHMENTS**

Attachment 1 – School Calendar

Attachment 2 – General Orders

# ATTACHMENT 1 SCHOOL CALENDAR

07-2011-10

## COLEGIO JORGE WASHINGTON SCHOOL MASTER CALENDAR 2010-11

| FIRST SEMESTER |          |   |           |
|----------------|----------|---|-----------|
| MONTHS         | DATE     | ACTIVITY  | # OF DAYS |
| JULY           | 31       | New Teachers Fly Miami/Cartagena                              |           |
| AUGUST         | 2        | First Day for new Import teachers                             |           |
|                | 7        | Battle of Boyaca  |           |
|                | 9-10     | Veteran Teachers start-All Teacher Workdays                   |           |
|                |          | Breakfast - welcome all teachers, Board and Consejo Directivo |           |
|                | 12       | <b>First Day of School</b>                                    |           |
|                | 16       | Asuncion de la Virgin   |           |
| SEPTEMBER      | 4        | teacher Integration   |           |
|                | 9        | Open House  |           |
|                | 10       | Academic Notices - Distribution                               |           |
|                | 17       | Early Dismissal, Curriculum Day                               |           |
| OCTOBER        |          | HS flag Ceremony  |           |
|                |          | SAT   |           |
|                |          | PSAT  |           |
|                | 8        | <b>END OF FIRST QUARTER</b>                                   | 41        |
|                | 11-15    | <i>October Recess</i>   |           |
|                | 18       | <i>Dia de la Raza (no school)</i>                             |           |
|                |          | MS Flag Ceremony  |           |
|                | 28       | Halloween (early dismissal) Teacher Workshops                 |           |
|                | 29       | <i>Parent/Teacher Conferences</i> <b>No Personal Days</b>     |           |
| NOVEMBER       | 1        | Holiday - Todos los Santos                                    |           |
|                | 8-12     | Fiestas de Noviembre  |           |
|                | 15       | Holiday - Independencia de Cartagena                          |           |
|                | 16       | Return to School  |           |
|                | 25       | Academic Notices/early dismissal/Thanksgiving Lunch           |           |
|                | 26       | Thanksgiving (observed)                                       |           |
| DECEMBER       |          | HS Flag Ceremony  |           |
|                | 8        | Holiday - Inmaculada Concepción                               |           |
|                |          | MS Flag Ceremony  |           |
|                | 15-16-17 | Final Exams/early dismissals                                  |           |
|                | 17       | Last day of School  | 34        |
|                | 18       | <i>Christmas Vacation</i>                                     |           |
|                |          | <b>END OF FIRST SEMESTER</b>                                  | 75        |

| SECOND SEMESTER |          |   |     |
|-----------------|----------|---|-----|
| JANUARY, 2010   | 10       | Christmas Vacation  |     |
|                 | 11       | Return from Vacation/1st Day of Class                       |     |
|                 | 21       | Report Card Distribution/early dismissal/parent conferences |     |
| FEBRUARY        |          | HS flag Ceremony  |     |
|                 |          | MS Flag Ceremony  |     |
|                 | 11       | Academic Notices - Distribution                             |     |
|                 |          | Early dismissal/teacher workshops                           |     |
| MARCH           |          | MS Binational Games   |     |
|                 | 18       | <b>END OF THIRD QUARTER</b>                                 | 48  |
|                 | 21       | <i>Holiday - San José</i>                                   |     |
| APRIL           |          | MS Flag Ceremony  |     |
|                 | 8        | Parent-Teacher Conference Day <b>No Personal Days</b>       |     |
|                 | 18-22    | Semana Santa  |     |
|                 | 30       | Academic Notices/early dismissal/teacher workshops          |     |
| MAY             | 5        | Honor Societies Ceremony                                    |     |
|                 | 7        | First Communion   |     |
|                 | 12       | Awards' Night   |     |
|                 | 17       | Ascención del Señor   |     |
|                 | 25-26-27 | Seniors' Finals   |     |
|                 |          | Confirmation Day  |     |
| JUNE            | 4        | Senior Graduation   |     |
|                 | 6        | Holiday - Corpus Christi                                    |     |
|                 | 15-17    | Final Exams   |     |
|                 | 17       | <b>Last day of School - END OF FOURTH QUARTER</b>           | 57  |
|                 | 20-21    | <i>Teacher check out days</i>                               |     |
|                 | 22       | <i>First Day Vacation for import and local teachers</i>     |     |
|                 |          | <b>SECOND SEMESTER</b>                                      | 105 |
|                 |          | <b>TOTAL DAYS</b>   | 180 |

## **ATTACHMENT 2 GENERAL ORDERS**

### **GENERAL ORDERS**

#### **1 General**

The Contractor shall perform school bus services in accordance with the schools calendars (Attachment 1), from Monday to Friday, or as needed from the students' residences to the Colegio Jorge Washington.

##### **1.1 General Orders to Drivers**

- Safety: Drivers under this contract shall be conscious of the fact that they are chauffeuring children and teenagers. Drivers shall drive cautiously within the speed limit and respect safety rules such as coming to a complete stop when picking the students up or dropping them off.
- Drivers are absolutely prohibited from transporting unauthorized people together with students on the bus, unless authorized in writing by the Contracting Officer.
- Drivers are absolutely prohibited to stop with the students on the bus at any place not established as an authorized route stop, such as gas stations, stores, etc., even if requested by the students.
- When picking up the students, drivers shall wait for a period no longer than 3 minutes at each address.

##### **1.2 General Orders to Monitors**

- Monitors are responsible for reminding and updating the drivers about the routes and provide assistance to the students and assure that students arrive safe and on time to their destination.
- Monitors shall complete and sign a daily log stating when each student gets on and off the bus for each ride of the day. This list shall be on the Contractor's file.
- Monitors shall make sure that the bus waits up to, but no longer than 3 minutes at each address. However, when this turns into a recurring delay at the same address, a School Bus Report shall be filled out and forwarded to the COR.
- Monitors shall fill out a Discipline Report whenever a student insists on not following the monitor instructions or is disruptive. These reports shall be forwarded to the COR who will be responsible to inform the student's parents about the misbehavior.
- Monitors shall fill out a "School Bus Report" every time an outstanding occurrence takes place, such as: vehicle breaks down, late arrival to school problems with the students, etc.
- Monitors shall help children to obey the bus riding guidelines in order to ensure a pleasant and safe ride for everyone. Monitors must immediately communicate the Contractor in case of incident during the performance of the services, such as: vehicle breaks down causing a late arrival or a student gets hurt. The Contractor shall then contact the COR right away in order to forward the information.
- Monitors shall carry the communication equipment at all times, cell phone or radio, in order to keep the Contractor informed on any incidents which might happen during the rides.

- Monitors shall make sure that students get into their houses or were met by the responsible before departing.

### 1.3 Guidelines for Children

The COR will hand to all students' parents the Guidelines for the children who will be using the school bus services performed under this contract.

#### ADDITIONAL ORDERS:

- Bus certification-safety
- Fuel
- Monthly maintenance log. The monthly log should be electronically sent to the Embassy Branch Office School Rep and Regional Security Officer (RSO), Cartagena within 4 days of the new month.
- A requirement to have a fire extinguisher that is current and not expired and a first aid kit on the bus at all times.
- The bus must have at least one emergency exit and the Driver must be trained in the emergency procedures. (CRO will provide the training)
- Driver must partake in emergency drills with School Rep and RSO
- There must be a secondary bus on standby in case the bus breaks down or in the event of an emergency.
- A secondary bus driver must be identified and vetted in case the primary driver is sick or on leave.
- The driver cannot talk on the cell phone while driving the school children, unless under an emergency and the driver must make every attempt to stop, pull over before using the cell phone
- The driver must obey all traffic laws
- In the event that the school lets out early, the driver must be able to respond back to the school within a 30 minute time period, or the bus company will have to provide alternate means of transportation for the children within the same time period of 30 minutes.